

Signaplex Terms of Use

PLEASE READ OUR TERMS OF USE CAREFULLY BEFORE YOU USE OUR WEB SITE AS IT WILL AFFECT YOUR RIGHTS!

SIGNAPLEX, LLC ("Signaplex" "we," or "us") provides its web site, Signaplex, located at <https://signaplex.com/> (together with all other websites, mobile applications and services operated by or on behalf of Signaplex, LLC, the "Site"), to you, an individual user ("you") for your individual usage, subject to compliance with the terms and conditions set forth herein.

1. Agreement

By using the Site, you agree to be bound by our Terms of Use (TOU). If you do not agree to any of the terms and conditions contained in the TOU and/or [Signaplex's privacy policy](#), please do not access or otherwise use the Site or any information contained herein.

You affirm that you are over the age of 18, as the Site is not intended for children under 18. If it comes to Signaplex's attention through reliable means that a registered user is a child under 18 years of age, Signaplex will cancel that user's account.

2. Changes to the TOU

We reserve the right at any time to:

- Change the terms and conditions of the TOU;
- Change the Site, including eliminating or discontinuing any content or feature of the Site; or
- Impose fees, charges or other conditions for use of the Site or parts thereof (with reasonable notice).

Signaplex may modify the Site at any time without prior notice, and you accept those modifications if you continue to use the Site. You should check the Site frequently to see recent changes.

3. Important Securities Disclaimer

You understand that no content published on the Site constitutes a recommendation that any particular security, portfolio of securities, transaction or investment strategy is suitable for any specific person. You further understand that neither Signaplex, its tools, information providers, app providers, bloggers or their affiliates are advising you personally concerning the nature, potential, value or suitability of any particular security, portfolio of securities, transaction, investment strategy or other matter. To the extent that any of the content published on the Site may be deemed to be investment advice or recommendations in connection with a particular security, such information is impersonal and not tailored to the investment needs of any specific person. You understand that an investment in any security(ies) is subject to a number of risks, and that discussions or information about any security published on the Site **WILL NOT** contain a list or description of relevant risk factors. In addition, please note that some of the stocks about which content is published on the Site have a low market capitalization and/or insufficient public float. Such stocks are subject to more risk than stocks of larger companies, including greater volatility, lower liquidity and less publicly available information. Blogs, postings or content on the Site which may or may not be deemed by you to be recommendations may have an effect on such stock prices.

You understand that the Site's signals are based on proprietary algorithms that use statistical and other data mined from a wide variety of sources. We try to give you access to most of such raw data; however, you understand that it is up to you to determine the usefulness and/or veracity of such information. You further understand that the Site may contain opinions from time to time with regard to securities mentioned in a Signaplex Site, blog or other product, and that opinions therein may be different from those in another Signaplex product. Any views or opinions expressed may not reflect those of Signaplex as a whole. You understand and agree that non-employees, including outside bloggers or other content contributors or their affiliates, may write about securities in which they or their firms have a position, that they may trade for their own account, and that they may or may not be subject to a disclosure policy. In cases where Signaplex becomes aware that one of its employees has violated his or her disclosure obligation, Signaplex will take appropriate action. In addition, outside bloggers or content contributors may be subject to certain restrictions on trading for their own account. However, you understand and agree that at the time of any

transaction that you make, one or more bloggers or content contributors or their affiliates may have a position in the securities they write about.

You understand that performance data is supplied by sources believed to be reliable, that the calculations on our Site are made using such data, and that such calculations are not guaranteed by these sources, the information providers, or any other person or entity, and may not be complete.

All content on the Site is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

4. No Investment Recommendations or Professional Advice

The content on the Site is being provided for information purposes only. The Site does not provide tax, legal, insurance or investment advice, and nothing on the Site should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security by Signaplex or any third party. **You alone are solely responsible for determining whether any investment, security or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation and for evaluating the merits and risks associated with the use of the information on the Site before making any decisions based on such information or other content. You should consult an attorney or tax professional regarding your specific legal or tax situation.**

PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS. THEREFORE, YOU SHOULD NOT ASSUME THAT THE FUTURE PERFORMANCE OF ANY SPECIFIC INVESTMENT OR INVESTMENT STRATEGY WILL BE PROFITABLE OR EQUAL TO CORRESPONDING PAST PERFORMANCE LEVELS. INHERENT IN ANY INVESTMENT IS THE POTENTIAL FOR LOSS. No recommendation or advice is being given as to whether any investment is suitable for a particular investor. It should not be assumed that any investments in securities, companies, sectors or markets identified and described were or will be profitable including, without limitations, any **A.I.** (as defined below) tool or projection. Signaplex is not a fiduciary by virtue of any person's use of or access to the Site. Signaplex is not a licensed securities dealer, broker or US investment adviser or investment bank.

5. Copyright, Linking Policy and Trademarks

The Site and the content contained herein, as well as all copyrights, including without limitation, the text, documents, articles, products, software, graphics, photos, sounds, videos, interactive features, services, links, User Submissions (as defined below), third-party apps, and any other content on the Site ("Content") and the trademarks, service marks and logos contained therein are the property of Signaplex and its third-party licensors or providers. You may access and use the Content, and download and/or print out copies of any content from the Site, solely for your personal, non-commercial use. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You acknowledge that you do not acquire any ownership rights by using the Site. Signaplex reserves all rights not expressly granted in and to the Site.

The Site contains links to other Internet websites or links to Content created by third parties which is published on the Site. We neither control nor endorse such other websites or Content, nor have we reviewed or approved any Content that appears on such other websites or on our Site. Please read the terms of use and privacy policy of any such third-party sites that you interact with before you engage in any activity. You are solely responsible and liable for your use of and linking to all third-party sites. You acknowledge and agree that we shall not be held responsible for the legality, accuracy, or appropriateness of any Content, advertising, products, services, or information located on our Site or any other websites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content. Similarly, while we endeavor to facilitate the provision of quality apps, we are not responsible for any loss or damages caused or alleged to have been caused by their use.

You may link to any content on the Site. If you are interested in reprinting, republishing or distributing content from Signaplex, please contact Signaplex to obtain written consent. Signaplex™ is a trademark and/or service mark of Signaplex or an affiliate. All other trademarks, service marks, and logos used on our web sites are the trademarks, service marks, or logos of their respective owners.

This section shall survive any termination of these TOU.

6. Artificial Intelligence (A.I.)

Please note that the information provided by our **A.I. Close** indicator regarding predictive stock prices is based on machine learning and artificial intelligence algorithms. While these A.I. algorithms are designed to predict future market trends and performance based on historical data and various other factors; we cannot and no one can give any assurances concerning such predictions or their accuracy, completeness, or reliability, as the equity markets are highly unpredictable and subject to various external factors beyond any controls. Therefore, the **A.I. Close** indicator generated information is designed to be used for informational purposes only and should not be relied upon as a sole basis for making investment decisions. We strongly recommend that you consult with a professional financial advisor before making any such investment decisions. As a result, we disclaim any and all liability for any losses, damages, or other liabilities that may arise from the use of our A.I. algorithms.

7. User Conduct

You may not use, copy, display, sell, license, de-compile, republish, upload, post, transmit, distribute, create derivative works or otherwise exploit Content from the Site to online bulletin boards, message boards, newsgroups, chat rooms, or in other any manner, without our prior written permission. Modification of the Content or use of the Content for any purpose other than your own personal, noncommercial use is a violation of our copyright and other proprietary rights, and can subject you to legal liability.

In addition, in connection with your use of the Site and its services, you agree not to:

- Restrict or inhibit any other visitor from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Use the Site for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;
- Disable, damage or alter the functioning or appearance of the Site, including the presentation of advertising;
- "Frame" or "mirror" any part of the Site without our prior written authorization;
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, retrieve, index, "data mine", "scrape", "harvest" or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents;
- Harvest or collect information about visitors to the Site without their express consent;
- Send unsolicited or unauthorized advertisements, spam, chain letters, etc to other users of the Site;
- Transmit any Content which contains software viruses, or other harmful computer code, files or programs.

You also agree to comply with all applicable laws, rules and regulations in connection with your use of the Site and the content made available therein. We aim to prevent, detect and not knowingly facilitate money laundering and terrorism financing activities. You may not use the Site in a manner which violates our anti-money laundering, counter terrorist financing or similar regulatory obligations.

We reserve the right to close, suspend, or limit access to your Subscription, account and/or the Site in the event your use violates such obligations or if, after reasonable inquiry, we are unable to obtain information about you which is required to verify your identity. We may require you to provide additional information or documents to verify your identity, including your date of birth, physical address, taxpayer or other identification number, your physical address, government issued identification document or other information that will allow us to reasonably identify you.

In order to access some of the services of the Site, you will have to create an account. By creating this account you agree to the following:

- You may only maintain a single account;
- You may never share your account username or password or knowingly provide or authorize access to your account (including without limitation a "Subscription", as defined below in Section 20);
- You may never use another user's account without permission;
- When creating your account, you must provide accurate and complete information;
- You are solely responsible for the activity that occurs on your account, and you must keep your account password secure;
- You must notify us immediately of any breach of security or unauthorized use of your account.

You will be liable for any use made of your account or password and the losses of Signaplex or others due to such unauthorized use. We will not be liable for your losses caused by any unauthorized use of your account.

Signaplex has the right to terminate your access to the Site, in its sole and absolute discretion.

8. Overview of Posting Content; Monitoring Content

The Site permits the submission of Content by users of the Site, including without limitation comments, articles, links, including from those who give permission to Signaplex to post their Content ("User Submissions") and the hosting, sharing and publishing of such User Submissions on the Site. Signaplex has the right in its sole discretion and without further notice to you, to monitor, censor, edit, move, delete, and/or remove any and all Content posted on its Site or any Content transmitted by any method to or from your Signaplex user account at any time and for any reason. Without limiting the foregoing, Signaplex has the right to delete any comment or Content that it believes, in its sole discretion, does or may violate the TOU of the Site by you.

On user-generated Content, Signaplex reserves the right to remove content that violates one of the following principles, as determined by Signaplex, at our discretion:

- No incitement to hatred. Material that promotes hatred toward groups based on race or ethnic origin, religion, disability, gender, age, veteran status, or sexual orientation/gender identity will be removed.
- No pornography or pedophilia
- No direct or veiled threats against any person or group of people.
- No copyright infringement. When you upload photos or other materials to our site, you should be sure to respect the copyright of others. Also, you should not remove any metadata found on such materials. We also recommend not to use photos that include people if you're not sure whether the subject signed a release or is the copyright holder.
- No plagiarism. This includes posting content verbatim from other sources without proper attribution and/or repurposing content from other sources and presenting it without reference to the content's creator.
- No publishing of other people's personal information, such as credit card numbers, Social Security Numbers, and driver's and other license numbers.
- No impersonation of others in a manner that is intended to or does mislead or confuse others.
- No use for unlawful purposes or for promotion of dangerous and illegal activities. Your account may be terminated and you may be reported to the appropriate authorities.
- No spamming, link-spamming or transmitting malware and viruses.
- No personal attacks.
- No profanity or vulgarity.
- No business solicitations or advertising.
- No inappropriate, unethical or misleading behavior.

Important note: Signaplex encourages civil, thought-provoking debate and idea-sharing among investors and stock-market followers. In order to maintain a level of discourse appropriate for our user base, we are strongly opposed to trolling, uncivilized discussion, mudslinging, inappropriate language, and blanket

dismissal of others' ideas. At our discretion, we may delete user-generated Content, and block/delete accounts of users we believe lower the level of discourse and courtesy we strive to engender.

Moderating decisions are subjective, and we strive to make them carefully and consistently. Due to the volume of content, we cannot review moderation decisions with users and cannot reverse decisions.

Our blogs and Content are intended to serve as a discussion center for thoughtful users who make their own investment decisions, with or without the help of their broker. They are not the place for stock touters, cheerleaders or hypesters. We strongly encourage all participants to disclose any positions they have in stocks being discussed.

Without derogating from the above, Signaplex, at its discretion, may refrain from posting or remove User Submissions that violate these standards or which are otherwise inappropriate. These standards are designed to ensure that the dialogue on the Site is credible, responsible, intelligent and informative. We cannot guarantee that users will tell the truth, and we will not monitor the veracity of names and positions or the content of any posts. However, by setting out the above guidelines, we hope to raise the credibility of the discussion and foster a spirit of open, honest exchanges of information.

If an author has a business relationship with a company named in a post that he or she has authored, that relationship must be fully and accurately disclosed.

If you have any comments on our policies, or complaints or concerns of any kind about any posts, please contact us at contact@signaplex.com. We will review all of the information that you communicate to us, but we may not be able to act or respond directly to each email.

9. User Submissions; Online Rules of Conduct

When you post any User Submission on the Site or give Signaplex permission to post your Content, you agree to:

- Post comments in both tone and content that contribute in a positive and high-quality manner to the substantive exchange of information and the subject matter of the Site.
- Automatically grant Signaplex a royalty-free, perpetual, worldwide, irrevocable, non-exclusive and fully transferable and sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any User Submission (in whole or in part) and/or to incorporate any of your User Submission in other works now or in the future and in any media formats and through any media channels, and you confirm and warrant to Signaplex that you own the copyright in each of your User Submissions and have all the rights, power and authority necessary to grant the above license and rights.

Signaplex will use commercially reasonable efforts to attribute material User Submissions to the author.

If you provide any feedback or suggestions to Signaplex regarding the Site or Signaplex's services, including without limitation in response to a survey or in connection with a particular User Submission (collectively, "Feedback"), Signaplex may use such Feedback for any purpose, including without limitation to provide it to authors on their dashboard. In order that we may incorporate such Feedback into Signaplex's Site and/or services, Signaplex alone will own all right, title and interest, including all related intellectual property rights, in and to all such Feedback and you hereby assign such Feedback to Signaplex free of charge.

When you post any User Submission on the Site, you also agree to abide by the following disclosure rules:

- To disclose the existence at the time of writing of a long or short position (including stocks, options or other instruments) in any stock mentioned in any User Submission (except for "Comments").
- You may not write about a stock with the intention to boost or reduce the stock's price and sell (or buy) the stock into the resulting strength or weakness.
- If you intend at the time or writing to sell or buy a stock within three days of publication of a User Submission that discusses that stock, you must disclose this intention.
- Abide by the following conflict of interest rule: You will disclose any material relationships with companies whose stocks you write about in a User Submission or parties that stand to gain in any way from the

viewpoint you are outlining. Examples: You must disclose if you are employed by a company whose stock you are writing about; perform consulting for a company you write about; receive paid advertising revenue or any other form of sponsorship fee from a company you write about. This applies to narrow asset classes as well. For example, if you are paid to promote a gold dealer, that must be disclosed in any User Submission about gold.

- If you choose an alias, be responsible for all statements made and acts or omissions that occur by use of your alias.
- Waive any and all rights against Signaplex and hold Signaplex harmless in connection with any claims relating to any action taken by Signaplex as part of its investigation of a suspected violation or result of its conclusion that a violation of these TOU has occurred, including but not limited to the removal of User Submission from the Site or a suspension or termination of your access to the Site.
- Maintain and promptly update your registration data to keep it true, accurate, current and complete.

You agree not to:

- Choose an alias that is threatening, abusive, offensive, harassing, derisive, defamatory, vulgar, obscene, libelous, hatefully, racially, ethnically or otherwise or objectionable.
- Post or transmit any Content that you either know or should know is false, deceptive or misleading, or misrepresent or deceive others as to the source, accuracy, integrity or completeness of any comment you post.
- Post or transmit any Content that is unlawful, harmful or injurious to others, contains software viruses, or other harmful computer code, files or programs, threatening, abusive, offensive, harassing, derisive, defamatory, vulgar, obscene, libelous, hatefully, racially, ethnically or otherwise tortious or objectionable.
- Post or transmit any Content that does or may invade the privacy or violate or infringe on any rights of others, including, without limitation, copyrights and other intellectual property rights.
- By use of your alias or in any comment, impersonate any person or entity, falsely or deceptively state, infer or otherwise misrepresent your affiliation with or connection to any person or entity.
- Post or transmit any Content which, either the act of posting or the comment itself, you do not have a right to do under any law, regulation or order of any court, or as a result of an employment, contractual, fiduciary or other legal obligation or relationship.
- Post or transmit any advertising, promotional materials, so called "chain letters," "pyramid" or other schemes or invitations to participate in these or any other form of solicitation or promotion.
- Post or transmit any non-public or otherwise restricted, confidential or proprietary information without authorization.
- Violate any local, state, national or international law, regulation or order of any court, including but not limited to regulations of the U.S. Securities and Exchange Commission or any rules of any securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or The Nasdaq Stock Market.

10. Caveats

While we believe that the Site can and should be a positive environment for the exchange of information, you understand that the Site is open for posting to all users. Some individuals may post comments that may be offensive, indecent, objectionable, false, misleading or simply inappropriate.

11. Responsibility for User Submission

Each individual who submits a User Submission, whether published on the Site or not, is solely responsible for her or his own acts, including the content, context or information in the User Submission he or she submits. This means that each individual, and not Signaplex, is entirely responsible for anything and everything she or he posts on the Site including on any Blog. Except for the reasons set forth in Section 7, Signaplex does not, and does not intend to, pre-screen any comments posted on its Site. Signaplex cannot and **DOES NOT** guarantee the accuracy, integrity or quality of anything that may appear on its Site.

12. Disclosure

We reserve the right to access, read, preserve, and disclose any User Submissions (whether published or not) or any other information we believe is reasonably necessary to (a) comply with any applicable law, regulation, legal process, subpoena or governmental or regulatory request, (b) enforce these TOU, including investigation of potential violations of it, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of Signaplex, its users, yourself or the public.

13. Disclaimer of Warranties

THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SIGNAPLEX, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUPPLIERS, ADVERTISERS, AGENTS, INFORMATION PROVIDERS AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE SITE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES RELATING TO THE ORIGINALITY, ADEQUACY, ACCURACY, TIMELINESS, MERCHANTABILITY OR COMPLETENESS OF ANY INFORMATION ON OUR SITE.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

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BY ACCESSING THIS SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you. You hereby waive any and all rights you have or may have under California Civil Code Section 1542, and/or any similar provision of law or successor statute to it, with respect to any claims you may have in connection with this site or these TOS. In connection with this waiver and release, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true. Nevertheless, you intend by these TOU to release fully, finally and forever all such matters under these TOU. In furtherance of such intention, the releases set forth in these TOU shall be and shall remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different claims or facts relevant hereto.

15. Indemnification

As a condition of your use of the Site, you agree to indemnify, defend and hold us, our officers, directors, employees, agents, representatives, information providers, and any other third party involved in or related to the making or compiling of the Site harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your violation of the TOU; (b) your use or any third party's use of, or inability to use, the Site; (c) your violation of the rights of any third party, or (d) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these TOU and your use of the Site.

16. Termination

You understand and agree that Signaplex may, under certain circumstances and without prior notice to you, terminate your access to and use of the Site. Cause for such termination shall include, but not be limited to, (i) breaches or violations of the TOU or other agreements or guidelines, (ii) requests by law enforcement or other government or regulatory authorities or (iii) violation of third-party copyrights or other intellectual property.

17. Copyright Policy

Signaplex respects the intellectual property of others, and we ask our users to do the same. Signaplex may, in appropriate circumstances and at its discretion, terminate the account or access of users who infringe the intellectual property rights of others.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- 16.1: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- 16.2: a description of the copyrighted work that you claim has been infringed, including the URL (web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- 16.3: a description of where the material that you claim is infringing is located on the Site, including the URL;
- 16.4: your address, telephone number, and email address;

- 16.5: a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- 16.6: a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Signaplex's Copyright Agent for Notice of claims of copyright infringement can be reached as follows: **ip@signaplex.com**

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

18. Terms that Apply to Signaplex Paid Subscriptions

- By subscribing to Signaplex subscription products (the "Subscription"), you agree to pay the applicable Subscription fees set forth on the Site. Signaplex reserves the right to revise Subscription fees upon reasonable notice.
- We remind you that all the rules applicable to setting up an account under Section 6 above (entitled, "User Conduct") apply to your Subscriptions.
- Unless we notify you in writing otherwise, you are not permitted to share Content available through your Subscriptions.
- Unless stated otherwise in writing, Subscription fees are nonrefundable. You may cancel your Subscription at **any time** by updating your preferences in your Subscription Settings page, by contacting us by email at **billing@signaplex.com**, or by another Signaplex designated cancellation method.
- During any free trial portion of a Signaplex subscription, you may cancel your trial subscription at any time (and not be billed) by notifying us as provided in the paragraph immediately above. **You must convert your trial subscription to a paid subscription no later than one (1) day before the free trial period expires in order to avoid account deletion.**
- When your initial paid subscription commences (which occurs at the expiration of your free trial, or if you are not receiving a free trial, upon your registration for a subscription) your payment account will be billed the applicable subscription fee and your paid subscription will commence. Once your initial paid subscription commences, we do not provide refunds for initial orders or recurring payments.
- Signaplex reserves the right to cancel a Subscription at any time. If we cancel a Subscription due to a breach of these Terms of Use you will not be eligible for any refund.

19. Additional Terms for Signaplex Signals

Signaplex's signals (Power, Speed, Lift, Pitch and Slope) are generated daily by a systematic quantitative model with no human intervention. The historical data contained in Signaplex does NOT reflect an actual portfolio from an investment product. It is also important to remember that commission and transaction cost would lower the return of an actual portfolio.

20. Miscellaneous

The Site is directed solely to individuals residing in jurisdictions in which provision of the Site's content is legal. We make no representation that materials provided on the Site are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. We reserve the right to limit the availability of the Site to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such service or product that we provide.

The TOU, together with all Signaplex policies referred to herein, constitutes the entire agreement between you and Signaplex relating to your use of the Site and supersedes and any all prior or contemporaneous written or oral agreements on that subject between us. The TOU, privacy policy and the relationship between you and Signaplex are governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflict of laws. You and Signaplex agree to submit to the

personal and exclusive jurisdiction of the federal and state courts located within Miami-Dade County, Florida, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. If any provision of the TOU is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the TOU and shall not affect the validity and enforceability of any remaining provisions. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in the TOU is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. We reserve the right to require you to sign a non-electronic version of the TOU.

Updated: April 7, 2023

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